

UTAH DIVISION OF OIL, GAS, AND MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, UT 84114-5801

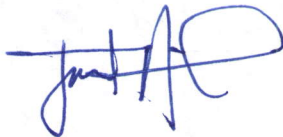
M/039/013  
cc: Lynn  
Mary Ann  
Beth  
Daron  
11/7/05 US

RE: Bryce Haas, B&H Stone Supply  
Bankruptcy Petition #05-28848

To Whom It May Concern:

This letter is in response to 2 letters sent to Far West Bank, one from Alison Garner dated July 22, 2005 and one from Steven Alder dated October 11, 2005. The letters concern an Irrevocable Letter of Credit No. issued in favor of Utah Division of Oil, Gas, and Mining for Bryce Haas (B&H Stone). The division may continue to rely on that Letter of Credit subject to legal determinations from bankruptcy proceedings and claims re: Petition #05-28848, B&H Stone Supply, LLC. The next expiration date for the letter of credit will be 8-30-2006. As stated in the Letter of Credit, notice will be given 90 days prior to expiration should Far West choose not to renew the letter at that time.

Thank you,



Jared Nielson  
Far West Bank  
801-342-6049  
[jaredn@farwestbank.com](mailto:jaredn@farwestbank.com)

cc: Mr. Peter J. Kuhn  
Mr. Steven F. Alder, Asst. Attorney General

encl: Original letter of credit

RECEIVED

NOV 07 2005

DIV. OF OIL, GAS & MINING



Consumer Loan Department

Letter of Credit No. 1

Date: 08-06-01

UTAH DIVISION OF OIL, GAS AND MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, UT 84114-5801

**RECEIVED**

SEP 20 2001

DIVISION OF  
OIL, GAS AND MINING

Gentlemen and Ladies:

1. Far West Bank ("Surety") of Provo, Utah hereby establishes this irrevocable letter of credit ("the Letter of Credit") in favor of the Utah Division of Oil, Gas and Mining ("Division") for an aggregate amount not exceed \$36,000.00 in United States dollars ("Face Amount") effective immediately.

2. This Letter of Credit will expire upon the first event set forth as follows: (a) 5:00 o'clock p.m. (Salt Lake City time) on 08-30-03 or (b) the upon date which sufficient documents are executed by the Division to release Bryce Haas from further liability for reclamation of the B & C Limestone Mine, M-039-013 with notice to Bank or Surety by the Division accompanied by the original Letter of Credit with directions for cancellation.

3. This Letter of Credit will be automatically extended for successive periods of one year from the current or any future expiration date unless the surety gives notice to the Division 90 days prior to the expiration date that the Surety elects not to renew the Letter of Credit.

4. Funds under the Letter of Credit are available against the Division's sight draft, in the form of Exhibit A, specifying Letter of Credit No. \_\_\_\_\_ delivered to the office of the Surety, Far West Bank 201 East Center St. Provo Utah, 84606. At the Division's sole election, the Division may present sight drafts for less than the Face Amount so long as the aggregate amount of all sight drafts does not exceed the Face Amount. Each draft must be accompanied by a certificate in the form of Exhibit B, signed by a duly authorized representative of the Division.

5. If the Surety receives the Division's sight draft(s) and certificate(s) as provided in Paragraph No. 4 above on or before the expiration or termination of this Letter of Credit, the Surety will make such amount as the Division may specify, within the limits of the second sentence of Paragraph No. 4 of this Letter of Credit, available to the Division no later than the close of business, Salt Lake City time, on the second business day following the surety's receipt of the sight draft and certificate and in such a manner as the Division may specify.

6. The Surety will give prompt notice to the Operator and to the Division Director of any notice received or action filed alleging the insolvency or bankruptcy of the Surety, or alleging any

violations of regulatory requirements which could result in suspension or revocation of the Surety's charter or license to do business.

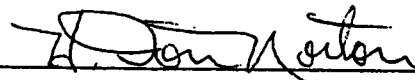
7. The Letter of Credit will be governed by the laws of the State of Utah and shall be subject to the Uniform Customs and Practice for Documentary Credit, 1993 revision, International Chamber of Commerce Publication No. 500, as the same may be amended and in effect from time to time ("UCP"). In the event of a conflict between Utah law and the UCP, Utah law shall govern.

8. All communications regarding this Letter of Credit will be addressed to the Surety Far West Bank 201 East Center, Provo Utah, 84606, referencing Letter of Credit No.     

Very Truly Yours,

Far West Bank  
The Surety/ or Bank

By: H Don Norton

  
(Authorized Signature)

Title: President & CEO